

**CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

SIDE LETTER OF AGREEMENT

June 16, 2009

RECITALS

A. The City of Chula Vista ("City") is in a financial crisis and in need of making budgetary adjustments in order to achieve a balanced budget as required by law.

B. The Chula Vista Firefighters Association IAFF Local 2180 ("IAFF") is currently within a Memorandum of Understanding ("MOU") with the City which does not expire until June 30, 2013. As such, IAFF is not required to meet and confer on wages, benefits and other terms and conditions of employment with the City until the expiration of said MOU, unless otherwise specified in the MOU. The City, in order to address the budgetary crisis it now faces, proposed to reassign the fire suppression staff currently assigned to the Urban Search and Rescue ("USAR") apparatus (also referred to as "browning out").

C. IAFF opposed browning out the USAR Company.

D. A dispute arose as to which issues were subject to meet and confer. Without waiving their respective rights or their positions on the disputed issues, the parties desire to avoid this dispute and to resolve this issues amicably and to endeavor to reach a mutually acceptable resolution to the budgetary crisis. As such, and for valuable consideration which both sides acknowledge has been given by and to the other, the parties hereby enter into this Side Letter of Agreement with the following terms.

AGREEMENT

1. IAFF agrees to a one percent (1%) salary reduction for its bargaining unit for two years beginning July 3, 2009. This 1% is to be reinstated effective July 1, 2011.
2. The parties agree that effective July 1, 2009, for a period of two years, employees will not be allowed to "roll up" compensatory time off. This means that only the first employee replacing another employee can take compensatory time off instead of pay for working that shift. This term is to terminate effective July 1, 2011.
3. The parties agree that effective July 1, 2009, for a period of two years, there will be no "acting down." This means that when an employee is absent, another off duty employee of the same rank will be required to work; an employee of higher

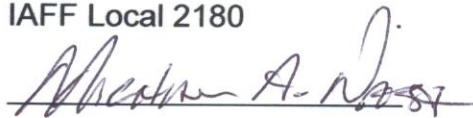
rank will not be called in to work for an absent employee of lower rank. This term is to terminate effective July 1, 2011.

4. The parties agree that as soon as another employee leaves employment from the IAFF bargaining unit, through retirement or otherwise, the City can eliminate one (1) Training Engineer.
5. The City agrees that \$200,000 budgeted by the Fire Chief for his reorganization plan will instead be used to reduce Fire Department expenses.
6. Both parties agree that if the Division Chief of Training position is used to support the \$200,000 in savings, a Battalion Chief would not be demoted and the department would not run with an extra Battalion Chief. The City agrees that the reorganization will not result in the demotion of an IAFF member.
7. The parties agree that the City will "brown out" one fire fighter from the USAR Company for a period of two years, effective July 1, 2009. This means that the USAR Company will be assigned three employees per day, instead of four employees. The fourth employee previously assigned to the USAR Company will be used to back-fill temporarily vacant spots following current fire department policies created by vacation, sick leave or other leaves. In the event that there are no temporary vacancies to fill on a particular day, the USAR Company will be staffed with four personnel.
8. The parties agree that the City will create an "overtime station," whereby when up to the next nine (9) employees retire, they will not be replaced with new hires, and instead, off duty employees will be called in on overtime to work. The City agrees to explore options for a retirement incentive for IAFF bargaining unit members. The options currently under consideration are two years of additional service credit toward retirement, plus health care for the member only paid by the City for two years, or alternatively, four years of health care for the member only paid by the City. The nine overtime employees will consist of 3 Captains, 3 Engineers, and 3 Firefighters. Only off duty employees will be called in to work the overtime. The City recognizes and hereby acknowledges that the staffing model of constant minimum staffing of the overtime station saves the City money. The City shall not use this staffing model against Local 2180 in the media or any public forum. As of July 1, 2011, the parties agree that the City has the unilateral right to re-staff with full time employees the "overtime station," upon 30 days written notice to IAFF. The Fire Chief will discuss this decision with IAFF before the written notice is provided to IAFF.
9. IAFF agrees that effective July 1, 2009, for a period of two years, the IAFF bargaining unit will not receive the professional enrichment benefit. This term is to terminate effective July 1, 2011, at which time the benefit shall be reinstated.

10. IAFF agrees that effective July 1, 2009, for a period of two years, the IAFF bargaining unit will not receive the \$200 per calendar year uniform maintenance allowance. This term is to terminate effective July 1, 2011, at which time the benefit shall be reinstated.
11. The parties agree to support an increase to the AMR contract pass through to the City to increase the revenue to cover the annual defibrillator cost.
12. The City agrees that effective July 1, 2009, for a period of two years, there will be constant minimum staffing for Fire Suppression employees of 37 employees per day, consisting of 2 Operational Battalion Chiefs, 11 Captains, 11 Engineers and 13 Firefighters. The above staffing will be with 3 employees on the engine, 4 on the truck and 3 on the USAR rig.
13. The City agrees that effective July 1, 2009, for a period of two years, there will be staffing for the 40-hour positions assigned to the Training Division of one Captain and one Engineer. This requirement sunsets effective June 30, 2011.
14. The City agrees that effective July 1, 2011, the constant minimum staffing for Fire Suppression employees shall increase from 37 employees to 38 employees, to be staffed as set forth in paragraph 12 except the USAR apparatus shall have 4 employees assigned to it instead of 3 employees. The City reserves the right to reopen this Side Letter, on the issue of the constant minimum staffing for Fire Suppression employees only. In order to reopen on this issue, the City must give written notice to IAFF, and the notice cannot be given before April 1, 2012. If such notice is given, the meet and confer shall commence on or about May 1, 2012, but no change if any will be effective until July 1, 2012. Further, if the parties cannot reach agreement, the meet and confer will be subject to the impasse procedure in the Employer-Employee Relations Procedure.

This Side Letter is executed on June 22, 2009.

IAFF Local 2180



City Of Chula Vista